

BINGHAM, DANA & GOULD  
150 FEDERAL STREET  
BOSTON, MASSACHUSETTS 02110

TELEPHONE (617) 951-8000  
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RECORDATION NO.

16653 A  
FILED 1425

DEC 21 1989 - 11 30 AM

WASHINGTON OFFICE  
(202) 822-9320

ROUTE 128 OFFICE  
(617) 890-0922

CAPE COD OFFICE  
(508) 420-0283

INTERSTATE COMMERCE COMMISSION

LONDON OFFICE  
011-44-1-799-2646

December 21, 1989

9-335A033

Interstate Commerce Commission  
Room 2303  
12 Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Ladies and Gentlemen:

Enclosed for filing with the Commission pursuant to Section 11303(a) of Title 49 of the U.S. Code is one copy of the document described below, and an extra copy of such document.

This document is an Amendment to the Security Agreement, dated as of December 11, 1989, between Illinois Central Railroad Company, (the borrower) and The First National Bank of Boston as agent (the secured party), covering certain of the borrower's rolling stock now owned or hereafter acquired. This Amendment is a secondary document and amends a Security Agreement, a primary document, between Illinois Central Railroad Company, as borrower, and The First National Bank of Boston, as agent, as secured party.

The names and addresses of the parties to the Amendment and the Security Agreement are as follows. The borrower is Illinois Central Railroad Company, whose chief executive office is located at Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601. The secured party is The First National Bank of Boston, as agent, whose head office is located at 100 Federal Street, Boston, Massachusetts 02110.

*A. Amundson*  
*Katherine H. Jager*

BINGHAM, DANA & GOULD

Interstate Commerce Commission  
December 21, 1989  
Page 2

This Amendment is the Exhibit A form of Confirmatory Assignment of Contract and the Exhibit B form of Notice of Assignment of Accounts Receivable as Security as referenced in Section 4(j) of the Security Agreement which was filed with the Commission on December 15, 1989 as document no. 16653.

A short summary of the document to appear in the index is as follows:

"Amendment amending a Security Agreement, dated as of December 11, 1989 and recorded as document no. 16653 between Illinois Central Railroad Company, as the debtor, and The First National Bank of Boston, as agent, as the secured party, adding Exhibits A and B as referred to by the Security Agreement."

Also enclosed is a check in the amount of \$15.00, payable to the Interstate Commerce Commission, to cover the recording fee prescribed by the Commission in its rules and regulations.

Would you please acknowledge receipt of the enclosed documents at your earliest convenience by returning to the undersigned the copy of the Amendment to the Security Agreement, along with the duplicate copy of this letter of transmittal.

If you have any questions with respect to the enclosed documents, please call the undersigned, collect, at (617) 951-8000.

Very truly yours,



Toby R. Serkin

TRS:dd

Enclosures

0614u

**Interstate Commerce Commission**  
Washington, D.C. 20423

12/21/89

OFFICE OF THE SECRETARY

Toby R. Serkih  
Bingham, Dana & Gould  
150 Federal Street  
Boston, MA. 02110

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/21/89 at 11:30am and assigned recordation number(s). 16653-A

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

DEC 21 1989 - 11 30 AM

INTERSTATE COMMERCE COMMISSION

FORM OF CONFIRMATORY ASSIGNMENT OF CONTRACT

This ASSIGNMENT, dated as of \_\_\_\_\_, is by Illinois Central Railroad Company, a Delaware corporation (the "Borrower") in favor of The First National Bank of Boston (the "Agent") as agent for itself, Bank of America National Trust and Savings Association and The Chase Manhattan Bank, N.A., National Westminster Bank USA, CIBC, Inc., Deposit Guaranty National Bank, Kleinwort Benson Limited, Continental Bank, N.A. (the "Banks").

WHEREAS, the Borrower is party to Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between the Borrower and \_\_\_\_\_ (the "Contract"); and

WHEREAS, the Borrower and the Agent have entered into a certain Security Agreement, dated as of \_\_\_\_\_, 1989 (the "Security Agreement"), pursuant to which the Borrower has granted to the Agent, for the benefit of the Banks, a security interest in certain assets of the Borrower, including all of the Borrower's rights in, to and under the Contract, to secure the Obligations referred to in the Security Agreement;

NOW, THEREFORE, the Borrower hereby confirms, acknowledges and agrees that, pursuant to and subject to the terms of the Security Agreement, the Borrower hereby assigns, transfers, pledges and grants to the Agent for the benefit of the Banks a security interest in all of the Borrower's right, title and interest in and to all moneys due or to become due under the Contract.

EXECUTED as of the date first above written.

ILLINOIS CENTRAL RAILROAD COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF NOTICE OF ASSIGNMENT OF  
ACCOUNTS RECEIVABLE AS SECURITY

The First National Bank of Boston

Date:

To: [Contracting Official or Head of  
Agency, and Disbursing Official]Re: Payments to Illinois Central Railroad Company  
Contract Number:  
Made by the United States of America  
Department:  
Division:

For:

Dated:

Ladies and Gentlemen:

PLEASE TAKE NOTICE that moneys due or to become due to Illinois Central Railroad Company (the "Company") under the contract described above have been assigned to The First National Bank of Boston (the "Agent"), as agent for itself, Bank of America National Trust and Savings Association, and The Chase Manhattan Bank, N.A., National Westminster Bank USA, CIBC, Inc., Deposit Guaranty National Bank, Kleinwort Benson Limited, Continental Bank, N.A. (the "Banks") as security for certain obligations of the Company to the Banks, as described more particularly in a Security Agreement (a true and correct copy of which is attached hereto), dated as of September 22, 1989. This notice is given pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. §3727).

Payments due or to become due to the Company under the contract described above should continue to be made to the Company until you receive written notice from the Agent directing that such payments be made to another party.

Please return to the undersigned (in the enclosed, self-addressed stamped envelope) the enclosed extra copy of this notice with appropriate notations showing the date and hour of receipt and duly signed by the person acknowledging receipt on behalf of the addressee.

Very truly yours,

THE FIRST NATIONAL BANK  
OF BOSTON, as agent  
for the secured parties  
under that certain  
Security Agreement  
dated as of \_\_\_\_\_,  
1989

By: \_\_\_\_\_  
Authorized Official  
100 Federal Street  
Boston, MA 02110

[IRREVOCABLY ACKNOWLEDGED AND  
AGREED TO:

ILLINOIS CENTRAL RAILROAD COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_]

ACKNOWLEDGMENT OF RECEIPT

Receipt of the above notice and a copy of the Security Agreement described above is hereby acknowledged. These were received at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Signature

On Behalf of: [Name and Title of  
Addressee of Notice]